

Request for Proposal

Accelerated and Transitional Program

**RFP Number: 18MAY2015 ACCELERATED AND
TRANSITIONAL PROGRAM**

Date Issued: May 18, 2015

Due Date: June 16, 2015

Procurement Contact:

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313/263-9841

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

About the Education Achievement Authority: The Education Achievement Authority of Michigan (the “EAA”) is a statewide school system that will assume operation of the lowest five (5) percent of performing schools in the state of Michigan that are not achieving satisfactory results on a redesign plan or that are under an Emergency Manager. It is designed to provide a new, stable, financially responsible set of public schools that create the conditions, supports, tools and resources under which teachers can help students make significant academic gains. It has been initially applied to underperforming schools in Detroit and will ultimately be expanded to include low performing schools throughout Michigan.

Equal Opportunity: It is the public policy of the EAA, at all levels of procurement, to promote equal opportunity in employment and contracting opportunities. Additionally, the EAA endeavors to promote and encourage the participation of Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”) and small and other disadvantaged business entities, as defined by the Small Business Administration. Therefore, the EAA is committed to pursue such avenues in its employment and contracting activities, which will further the goals of this policy. Similarly demonstrated commitment, consistent with the goals of this policy, by those with whom the EAA of Michigan does business, is highly desirable.

Instructions to Proposers

Proposal Schedule:

The EAA's anticipated timeline for its selection process is:

Issuance of this RFP	May 18, 2015
Deadline for written Intent to Respond	5 p.m. — June 2, 2015
Deadline for written Questions	5 p.m. — June 2, 2015
DUE DATE FOR PROPOSALS	1 p.m. – June 16, 2015
Proposer interviews and presentations to the EAA's selection committee	Week of June 22-June 26, 2015
Anticipated Award Recommendation Date	June 30 th , 2015
Anticipated Start Date	July 15, 2015

PLEASE NOTE: The EAA reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest. During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the EAA for additional information, except as directed within this RFP. Your organization assumes the risk of any delay in the submission of information regarding this RFP.

Questions: Bidders: Please see Section V. of this RFP for additional information regarding how to submit questions.

ACCELERATED AND TRANSITIONAL PROGRAM

Request for Proposal

TABLE OF CONTENTS

- I. Purpose**
- II. Background**
- III. Scope of Work**
- IV. Proposer Requirements**
- V. Bid Process/Evaluation Criteria Award process**
- VI. Cost Proposal**
- VII. Terms and Conditions**

Attachment A – District Specific Information – EAA of Michigan

Attachment B – Proposer Guaranty and Warranty

Attachment C – Cost Proposal

Appendix A – Proposed Graduation Requirements 2015-2016

Appendix B - Current Code of Conduct

Request for Proposals

I. Purpose

The EAA requests proposals from qualified individuals and/or companies interested in providing an Accelerated and Transitional Program. Proposals will be evaluated for the 2015-16 school year; additionally the EAA reserves the rights to have the selected proposer provide services for the 2016-17, and 2017-18 years as well.

The process will include a review and evaluation of a Proposer's past experience providing similar services to other educational entities, this information should be highlighted and included in their proposal.

II. Background

The EAA is based in Detroit, Michigan. For the current school year, the EAA has an enrollment of approximately 6,200 students in grades PK-12 and of the 6200 student within PK-12, 3,450 students are in 9th-12th in the twelve (12) schools identified in this RFP. These Schools include six (6) high school buildings (grades 9-12) and six (6) elementary/middle school buildings (grades PK-8).

III. Scope of Work

A Program Description:

The EAA is interested in providing targeted effective educational programming for "at-risk" youth, including but not limited to the following populations:

1. Up to 75 students returning from juvenile justice placement.
2. 250 students who are not succeeding academically in traditional school settings.

The primary objective of this program will be to return these students to their regular classrooms whenever possible and applicable. This would be accomplished by, adherence to explicit guidelines to restore students to their home schools, and

extensive reintegration preparation. The ultimate success factor to be measured is how many students within 11th and 12th grade are being prepared and accepted for postsecondary school.

EAA is interested in firms that can deliver a program that will address behavioral, academic, and social needs of the students and can provide the following:

- Establish safe, structured school settings that foster active engagement
- Eliminate on-campus incidents of violence and serious misconduct
- Apply flexible curriculums and personalized education services and programs to address individual student needs
- Get high school dropouts back in school, truant students back in the classroom, and all students back on track to high school graduation
- Turn at-risk youth into at-promise students
- Replace self-defeating behaviors with self-promoting behaviors
- Create healthy peer-to-peer relationships
- Build scholastic and socialization skills
- Impart real-life tools and resources to produce desired outcomes in the real world
- Cultivate respect for self and others and an appreciation for the value of education
- Encourage community participation
- Empower youth to help themselves by teaching them how to live responsible, productive, law-abiding lives
- Reenergize hopes and expectations in the classroom and beyond
- Instill a sense of purpose and place in society at large, pride in one's abilities, and control over one's future
- Fulfill all student Individualized Education Program (IEP) requirements, when applicable
- Return alternative education students to mainstream schools and classrooms as quickly as possible

This RFP is broken out into two parts in which the contractor must respond to both sections in order to be evaluated and contemplated for award. The two parts of the program to be delivered are: 1. Accelerated programs and 2. Transition Programs.

1. Accelerated Programs

- a. The selected vendor must provide a comprehensive (academic and socio-emotional) accelerated program for a projected 250 high school students (grades 9-12) for students who are overage and off-track and who have dropped out of school or are not succeeding academically in a traditional school setting. The program must ensure students attend school at least 85% of the time. As part of this program vendor must ensure that Students accumulate all required course credits prescribed by the EAA. See Appendix A
- b. The selected vendor must provide the comprehensive services co-located with an EAA school and must be a program under the auspices of the EAA. All materials and office space will be provided by EAA.
- c. The program will be measured by the percentage of students that graduate and go on to post-secondary school. The student will possess at a minimum, competencies and skills that are required for college and career success. The services offered by the selected vendor will provide support to students that transition to postsecondary education through their first year. The goals of the accelerated program are:
 - The average Daily Attendance will be at least 85%
 - 50% of enrolled students will make academic gain as measured in credit accumulation, core content grades, and interim assessments.
 - Discipline referrals will be at least 25% less than the district average.

2. Transitional Program

- a. The selected vendor must provide a transition program that is focused on providing up to 75 students with an academic program that promotes their educational,

social, and emotional development and prepares them for successful transition to a traditional school setting. The program must keep students on track for promotion, credit accumulation, and graduation with transition to a traditional academic program within 18 months or less.

The selected vendor must have the ability to serve and experience serving these students:

- Overage, under-credentialed students.
- Up to 75 students returning from juvenile justice placement.
- Up to 250 students who are not succeeding academically in traditional school settings.
- Students with Student Code of Conduct violations; See Appendix B for the EAA's current code of conduct. Additionally, as part of this proposed contract, the winning contractor may be asked to help EAA create a new code of conduct. See Appendix B

B General Requirements for both Accelerated and Transitional services

A. Special Student Populations

1. The selected vendor must have a demonstrated ability to provide services to special populations (SPED and ESL) in compliance with all relevant laws and policies, etc. Describe what services you will provide to meet the needs of these special populations and your experience (and successes) doing so.

B. Program Goals and Metrics

1. The program must incorporate the goals listed below. Explain how each is part of your program and will be accomplished.

Describe your experience (and successes) including these goals in your programs.

2. 75% of students in the Transition Program (exception: expelled students) must convert back to a home school within the same academic year and meet success.
3. At least 85% Average Daily Attendance for students in the Transition Program.
4. 75% of the students in the Transition Program will not receive a short term suspension for the remainder of the school year.

C. Reporting Requirements

1. Baseline report submitted to school's leadership team and district.
2. Bi-weekly meetings with school based administrators.
3. Weekly written reports to the principal and district to include real time data for each student.
4. Quarterly report submitted to school leadership team and district to include real time quantitative and qualitative data as outlined in the objectives/deliverables section.
5. Final report to include a comprehensive summary of project with detailed analysis of data and the scope of work.

D. Course/Rotation Schedule

1. The selected vendor must provide a daily schedule that shows program start and end times, all course offerings, time increments for each course, all other student activities, and illustrates how students would rotate each day through the schedule.

E. Common Instructional Framework

1. The program must employ evidence based multiple instructional modalities that are appropriate for the target student population. In addition, the program must use EAA teachers for the delivery of the content.

F. Campus Culture, Learning Environment, and Student Safety

1. The program must use a school-wide positive behavior support model that is based on creating an active and intentional positive normative culture. Explain how you will meet this requirement.
2. The program must demonstrate evidence based practices that ensures a safe environment. The program practices will be measured quarterly, by school-related student arrests, suspensions, expulsions, participation in student government, campus behavioral ratings (weekly), site visits, student surveys, parent surveys, staff surveys.
3. Classrooms must engage students and be conducive to learning and success. This will be measured by attendance, promotions, credit accumulation, student surveys, etc.
4. The program must incorporate student leadership training and an active student government. The vendor must provide evidence on how they incorporate student leadership and character education activities into the program and their experience with these activities.
5. The vendor must present evidence of a successful student discipline model to enforce the EAA Code of Conduct. The vendor must present a progressive discipline plan that is evidence of a school-wide positive behavior support.

G. Student Assessment and Academic Growth

1. The program must incorporate a data-driven instructional model that includes a pre-and post-test academic growth design that provides valid and reliable data related to student academic growth in core subject areas. The vendor must explain and demonstrate past success on how they will meet this requirement and their experience (and successes) in this area.

H. Community and Parental Engagement

1. The program must use a collaborative process to identify barriers to student learning and to provide effective ways to remove or

reduce barriers through school-based and community support services.

2. The vendor must provide a comprehensive parent involvement plan.
3. The vendor must explain and show past success on how to leverage partnerships to mitigate personal barriers to student success.
4. This is a critical element of any effective alternative program. These students face significant barriers that impact their ability to fully benefit from the program. Violence, trauma, poverty, homelessness, hunger, mental health, physical health, etc. Unless the program can develop systems to mitigate these barriers, the effect of the program will be substantially compromised. Providers must be able to leverage services provided by community-based organizations and public agencies to support this student population – essentially provide a web of “wrap around” services that provide support for many of these students and their families.

I. Professional Development

1. The selected vendor must offer a comprehensive program of professional development for its support staff that is aligned to the EAA district model. Instructional walkthroughs and teacher observations/evaluations must be part of the professional development plan.

J. Continuous Improvement, Quality and Governance

1. The vendor must have a process or system to ensure that programs are appropriately monitored for quality and that there is a process that evaluates program effectiveness to ensure high levels of performance and continuous improvement. Explain how you incorporate those processes into the delivery of your programs.
 - a. Appropriately monitored - evidence of a systematic and comprehensive methodology to ensure that the program meets or exceeds key contract performance

metrics and that supports a strategically-based continuous improvement process, including one or more site reviews/performance audits each year.

- b. High levels - Services that would be significantly higher than historically provided by the district, such as attendance, promotions, graduations, etc.
2. The vendor must provide evidence of their program's strategic planning process and how that process links to continuous program improvement.
 3. The vendor must explain their program governance and decision-making.

K. Evidence of Program Effectiveness

1. The vendor must list and summarize independent studies that show the overall effectiveness of their program(s).
 - Independent = not commissioned or influenced by the vendor/provider. A study that was conducted independent of the vendor/provider, and the vendor/provider had no input with respect to their findings (and may have not even known that the study was being conducted). Please provide the third-party organization that was previously used.

L. Capabilities, Experience, and Credentials

1. The vendor must provide their company's mission statement and a statement of the company's values and beliefs.
2. The vendor must provide information about the company's history and years of experience. Note: a company must have at least three years of experience providing the programs we are seeking in order to be considered.

3. The vendor must be accredited by a nationally recognized and reputable school accrediting organization. List your accreditations and any other credentials.
4. The vendor must provide information about the number and types of programs your company currently manages and their locations.

M. Staffing

1. The vendor must provide an organizational chart that shows the structure of the proposed program staff and their relationship to the rest of the vendor's organization.
2. The vendor must provide a summary of the key leadership team, including a brief summary of their roles and credentials.

N. Budget

1. The vendor must provide an annualized budget for the proposed program.

O. Fiscal

1. The vendor must provide copies of the company's most current audited financial statements, or be able to demonstrate the company's viability through other forms and documents.
2. Provide evidence of company's current financial viability.

IV. Proposal Requirements

A. Proposal Requirements

1. The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the vendors seeking to provide Accelerated and Transitional Program to the EAA in conformity with the requirements of this proposal. Therefore, the substance

of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of both the vendor and the particular staff to be assigned to this engagement. It should also specify the approach that will meet the request for proposal requirements. Explain your approach to meeting the needs of each group of students as well as your experience (and successes) working with each group.

2. Independence – The vendor should provide an affirmative statement that it is independent of the EAA.
3. Vendor Staffing Qualifications and Experience – The bidder should state the size of the vendor, the size of the vendor’s school staff, the location of the office from which the work of this engagement is being performed, and a listing of the anticipated staff members working on this engagement with their qualifications (Resumes) (include all school experience by staff person).
4. The bidder shall provide the following information for the five references that they list:
 - a. Name of school/district
 - b. School contact name
 - c. Contact phone number

V. Bid Process/Evaluation Criteria Award process

A. Bid Process Requirements

1. Communications - The EAA will not respond to telephone inquiries or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is the Buyer named on the cover page of this RFP. Any communication outside of this process may result in disqualification or debarment or both.

2. Questions concerning the RFP must be submitted through WWW.BUY4MICHIGAN.COM, at the time and date specified on the cover sheet of this RFP to the buyer. Changes to the RFP and answers to questions will be prepared as an addendum and posted under the corresponding bid number at [HTTP://WWW.BUY4MICHIGAN.COM](http://WWW.BUY4MICHIGAN.COM). All questions must be submitted via the Buy4Michigan website. Bidders shall submit their questions using the following format and with the requested information as applicable

Q #	RFP Reference Section/Document	RFP Reference Page # / Requirement #	Bidder Question
1			
2			
....			

The posted addendum officially revises and supersedes the original RFP. The approximate date for posting the addenda appears within this RFP on the page titled Instructions to Proposers.

B. Award Process

1. **NOTICE TO ALL BIDDERS:** It is the bidder's responsibility to respond to item in section IV, **completely** and **in detail**. No assumptions should be made that the EAA is aware of any bidder's capabilities, staffing, prior experience, past performance or any other required information. The evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

C. Method of Evaluation

Evaluation Criteria

The following chart represents the scoring of the particular factors as located in the RFP:

		Points
1.	Section III Scope of Work	40
2.	Bidder Qualifications and Prior Experience <ul style="list-style-type: none"> • Section IV #1, #2, and #4 (Required Bidder Information and • (Prior Experience) 	40
3.	Staffing Capabilities <ul style="list-style-type: none"> • Section IV - #3 	20
	TOTAL	100

Oral Presentation: A Bidder may be requested to make an oral presentation. Oral presentations provide an opportunity for the Bidder to clarify their proposal. If required, EAA will schedule the oral presentation.

D. Price Evaluation

Only those proposals receiving a score of **70 points** or more of the total maximum possible score will be considered for award.

All price proposals will be opened. However, prices will only be evaluated from those Bidders meeting the minimum point threshold.

E. Award Recommendation

The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the EAA. Best value will be determined by the Bidder meeting the minimum point threshold and offering the best combination of the factors stated in V. C. above, and price, as demonstrated by its proposal.

F. Reservations

The EAA reserves the right to:

- (a) consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.);
- (b) award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the judgment of the EAA, the best interest of the EAA will be so served; and
- (c) award to another 'best value' contractor in case the original Awardee does not accept the award. This reservation applies for all of our solicitations whether they are quotes, bids, proposals, pre-qualified or pre-registered programs.

G. Award Decision

Award recommendation will be made for review and approval to the EAA Board.

VI. Cost Proposal

1. The cost proposal should contain all pricing information relative to performing the engagement as described in this request for proposal. The cost proposal should include the name of the vendor, the total all-inclusive maximum price for the 2015-16, 2016-17 and 2017-18 school years, and certification that the person signing the proposal is entitled to represent the vendor, and authorized to sign a contract with the EAA.
2. The next page of the proposal should include a schedule of fees and expenses, presented in the format provided in Appendix C.
3. The cost proposal will be based upon a baseline of 200 students per month for the accelerated program and for 50 students per month for the transitional program.

VII Terms and Conditions

A copy of the EAA's standard contract terms and conditions are included for the vendor to understand the terms that they will operate under if they are selected as the vendor.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into this _____ day of March, 2015 ("Effective Date") between the Education Achievement Authority of Michigan, a Michigan public body corporate and public authority ("EAA") and _____ X X X X X ("Vendor").

WHEREAS, the EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SERVICES TO BE PROVIDED

1.1 Scope of Services. Services provided by Vendor to the EAA under this Agreement will be defined by a Scope of Services, developed by EAA. Each Scope of Services, together with this Agreement, constitutes the complete Agreement between the Parties. Each Scope of Services will describe the services to be performed ("Services"), the schedule for the performance of the Services (the "Period of Performance"), any identifiable work product to be delivered by Vendor ("Deliverables"), the fixed price or hourly rate for the Services ("Fees"), and any other terms that apply to that specific Scope of Services ("Special Terms"). Each Scope of Services is effective upon its execution by both Parties and shall be governed by the terms of this Agreement. Except for those Special Terms in the Scope of Services that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Scope of Services, this Agreement shall govern. Absent the execution of a Scope of Services and a corresponding authorized Purchase Order, this Agreement does not, in and of itself, represent a commitment by the EAA to receive any services from Vendor or pay Vendor any fees.

II. COMPENSATION

2.1 Fees. No fees or costs shall be paid by the EAA to Vendor, except those reflected in the attached duly executed Scope of Services for Services performed pursuant to an authorized Purchase Order, with all requisite supporting documentation of such Services being performed by Vendor. Further, Vendor acknowledges and agrees that the total amount payable to Vendor is subject to the EAA's budgeted amount for such Services during its fiscal year.

2.2 Invoices. Vendor shall submit to the EAA monthly invoices for Services *performed in the previous billing cycle* electronically to finance@eaaofmichigan.org or via U.S. Mail to the address below:

Education Achievement Authority of Michigan
Attention: Accounts Payable
300 River Place, Suite 3600
Detroit, Michigan 48207

Invoices shall: 1) itemize all costs, including quantities; 2) reference a Purchase Order number; 3) identify any discounts offered to the EAA (e.g., discounts for early payment, etc.); 4) outline all Services performed during the applicable billing cycle in detail. (Dates of Services must also be included, listing each date Services occurred.); and 5) provide any and all supporting documentation that verifies the delivery of such Services. Backup documentation must correspond with and be attached to each invoice submitted. (It is solely **Vendor's responsibility** to keep sign-in sheets for all group and individual sessions with staff, students or parents. Copies of these sign-in sheets must accompany each invoice.) ***Failure to comply with this Paragraph 2.2 will result in the invoice being rejected.***

The EAA shall pay invoices for Services satisfactorily performed within forty-five (45) days after the EAA receives an invoice from Vendor that meets the criteria listed above. ***The forty-five (45) day period shall not begin until the EAA receives an undisputed invoice, at the address provided, and that fully meets the listed criteria.***

2.3 Disputed Fees. Section VIII (Disputes) shall govern any disputes over any fees related to this Agreement. The EAA shall not be required to pay the disputed portion of any fees (which may include the entire amount of fees claimed to be owed) until the dispute is resolved; provided that (i) the EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor continues to provide all Services and otherwise perform its obligations under this Agreement. Nonpayment by the EAA of disputed amounts shall not constitute a breach of the EAA's obligations regarding payment to Vendor, or otherwise be considered a basis for termination of this Agreement.

III. REPRESENTATIONS AND WARRANTIES

3.1 EAA's Representations and Warranties. The EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

(a) Organization and Good Standing. The EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

(b) Power and Authorization. The EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required by the EAA through its officers, directors, or administrators for the authorization, execution and delivery of this Agreement, and the performance by the EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligation of the EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

(c) No Conflict or Breach. The execution, delivery and performance by the EAA of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the EAA, or result in the creation of any mortgage, pledge, lien, encumbrance, or charge upon any of its properties or assets.

3.2 Vendor's Representations and Warranties. Vendor represents and warrants to the EAA as follows and acknowledges that the EAA is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

(a) Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

(b) Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

(c) No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan,

contract, commitment, judgment, decree, order or obligation binding upon the Vendor, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

(d) No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the federal, state, or any local unit of government from providing Services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any federal, state or local government's procurement, contracting, or ethics rules.

(e) Conflicts; No Undue or Improper Influence or Inducement. Vendor has disclosed in writing any existing conflicts of interest involving the EAA, and will disclose in writing to the EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to the EAA or any of the EAA's Board members and/or employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this, or any other agreement with the EAA.

3.3 Performance of Services. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

3.4 False Statements. No representation or warranty by either the EAA or Vendor contained in this Agreement contains any untrue statement or omission that amounts to a statement of a material fact that is misleading or false.

3.5 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SCOPE OF SERVICES, NEITHER THE EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

IV. TERM AND TERMINATION

4.1 Term. This Agreement commences on the Effective Date, as defined herein, and shall remain in effect so long as a Scope of Services between the Parties is in effect, or until otherwise terminated under Paragraph 4.2 (Termination).

4.2 Termination.

(a) The EAA may suspend services for a period of time and/or terminate this Agreement, any Scope of Services, and/or any Purchase Order hereunder without cause by providing at least thirty (30) days written notice of such suspension/termination to Vendor.

(b) Either Party may terminate this Agreement, any Scope of Services, and/or any Purchase Order for cause upon breach by the other Party, which breach remains uncured fourteen (14) days after written notice describing such breach is given to the breaching Party.

(c) This Agreement, any Scope of Services, and/or any Purchase Order may be terminated immediately by a Party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other Party; (ii) conduct by the other Party that may adversely affect a Party, as determined by such Party in its sole discretion, (iii) unavailability of funds to cover the services being provided under the Agreement or (iv) the filing of bankruptcy by either Party. Further, the EAA may terminate this Agreement, any Scope of Services, and/or any Purchase Order immediately upon the substantial failure of Vendor to perform the Services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Section V (Confidentiality Information).

(d) Upon the expiration or termination of this Agreement, any Scope of Services, and/or any Purchase Order for any reason, Vendor will cooperate with the EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by the EAA. Vendor waives and forfeits **all** other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

(e) Suspension or termination of this Agreement serves to similarly suspend or terminate all associated Scope of Services and Purchase Orders between the Parties.

V. CONFIDENTIAL INFORMATION

5.1 Standard of Care. Vendor acknowledges that it may receive or have access to the EAA's "Confidential Information", as that term is defined below. Vendor shall prohibit unauthorized use and shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of the EAA. Authorized use by Vendor is limited to its officers, employees, and contractors who need access to the Confidential Information to perform Vendor's obligations to the

EAA, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section. Further, Vendor shall comply with all confidentiality-related guidelines, standards and law applicable to the EAA. Vendor agrees to immediately notify the EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of the EAA's Confidential Information.

5.2 Confidential Information. "Confidential Information" *means* any information related to the business, personnel and operations of the EAA, or the schools within the EAA's district that may be obtained by Vendor during the term of this Agreement. Confidential Information includes, but is not limited to, business affairs, operation manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

5.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information, or at EAA's option, Vendor shall destroy the Confidential Information.

5.4 Criminal History Background Checks. In compliance with MCL §380.1230 through MCL §380.1230h, MCL §1535a, and MCL §380.1539b, Vendor consents and agrees to the EAA conducting criminal history background checks on any or all of the Vendor's employees, contractors, or agents as required under state law. Vendor agrees to provide all information the EAA requires in order to assist with the process of obtaining the necessary clearances for Vendor personnel who will be working on site, including requiring such personnel to provide finger prints for such checks. The EAA reserves the right to require Vendor to pay fees for criminal history records checks for personnel assigned to work under this Agreement.

5.5 Public Releases. All releases of reports, papers, data, or other documents or information in any way related to the services provided under this Agreement shall be subject to review and written approval by the EAA prior to its release for publicity or any other purpose.

VI. AUDITS

6.1 General. Upon reasonable notice from the EAA, Vendor shall provide the EAA and its agents access to information and personnel, as well as any assistance reasonably required, to verify Vendor's performance of the Services under this Agreement and enable the EAA to confirm Vendor's compliance with this Agreement and applicable law, including but not limited to, the security of the EAA's Confidential Information.

6.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services outlined herein. Unless returned to the EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six (6) years after the expiration or termination of this Agreement. Vendor shall make such books and records available to the EAA at the EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide the EAA with all assistance required to enable the EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

VII. INDEMNIFICATION, DAMAGES, INSURANCE

7.1 Indemnification. Vendor shall indemnify and hold harmless the EAA and the EAA's employees, agents, directors and officers against all claims, demands, and causes of action arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor. Vendor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by EAA.

7.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, the EAA shall not be liable to Vendor for any damages for loss of profits, revenues, goodwill, anticipated savings or data, the cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Scope of Services. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Scope of Services.

7.3 Insurance.

(a) At all times during the term of this Agreement, Vendor and its subcontractors shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to the EAA:

- (1) Commercial General Liability Insurance:** On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$5,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Vendor's Coverage; D) Broad Form General Liability

Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

(2) Workers' Compensation including Employer's Liability Coverage: \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

(3) Motor Vehicle Liability: If Vendor, or its employees, will use motor vehicles to satisfy its responsibilities, then Vendor must have a minimum amount of \$1,000,000 per occurrence combined single limit, including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverage furnished by Vendor is on a "claims made" basis, Vendor shall continue the coverage required under this Agreement for a minimum period of three (3) years after the expiration or termination of the Agreement.

(b) Vendor shall include the following as Additional Insured: The Education Achievement Authority of Michigan, including its elected and appointed officials, employees, and volunteers.

(c) Upon request by the EAA, Vendor shall provide the EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 7.3. Such certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to the EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Paragraph 7.3.

(d) If it is determined that any insurance required under this Section VII exceeds the maximum limits permitted under applicable law, it is agreed that said insurance requirements shall automatically be amended to conform to the maximum monetary limits permitted under such law and that Vendor's insurer has no right of subrogation against the EAA.

VIII. DISPUTES

8.1 Informal Dispute Resolution. The EAA and Vendor will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If the dispute is unresolved within ten business days of a Party providing a written Notice of Dispute (or any other mutually agreed upon timeframe), the Parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

8.2 Mediation. There will be a single mediator. If the Parties cannot agree upon an acceptable mediator within ten (10) business days after negotiations under Paragraph 8.1 are terminated, each Party will select one mediator from a list of not less than five (5) mediators provided by the other Party.

These two (2) mediators will select a third (3rd) mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty (30) days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the Parties to final and binding arbitration. The mediation will be held in person, in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by other means of communication. The Parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the Parties. Each Party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the Parties have reached through mediation, prior to the execution of such agreement. Each Party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each Party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other Party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other Party.

8.3 Binding Arbitration. Should any dispute (or part thereof) remain between the Parties after completion of the mediation process described in Paragraph 8.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules are contrary to the specific terms of this Paragraph 8.3. At the election of the EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three (3) arbitrators. Each Party will select one (1) arbitrator. The two (2) arbitrators selected by the Parties will select a third (3rd) arbitrator. At least one (1) of the arbitrators will have at least five (5) years of relevant experience. Each Party may be represented by an attorney. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the Parties. Each Party will pay its own attorney's fees and costs; provided that, if the arbitrators find either Party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other Party. No Party may raise new claims against the other Party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the Parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the Parties and will be non-

appealable. At least thirty (30) days before the arbitration is scheduled to commence, the Parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The Parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept at the equal expense of the Parties, unless waived by both Parties. The arbitration will be completed within one hundred twenty (120) days of selection of the third (3rd) arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty (30) days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The Parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

IX. GENERAL PROVISIONS

9.1 Independent Contractor. The Services of Vendor are as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute a partnership, agency, joint venture, or employment agreement between the Parties for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amounts due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons.

9.2 Tax Exempt Status. Vendor acknowledges that the EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

9.3 Entire Agreement and Amendments. This Agreement (including the Scope of Services and its attachments), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the Parties. This Agreement may be amended only by a written instrument executed by each Party.

9.4 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

9.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.6 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

9.7 No Third Party Beneficiaries. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect to this Agreement; it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

9.8 Expenses. Each Party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

9.9 Notices. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to Vendor:

XXXX

If to EAA:

Education Achievement Authority
300 River Place, Suite 3600
Detroit, Michigan 48207
Attention: Legal Department

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other Party as provided in this Paragraph.

9.10 Compliance with Laws. Vendor's actions and performance of Services shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all EAA policies and procedures, and all laws applicable to the EAA's operations, or to which the EAA is

otherwise bound. The Parties agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either Party is required to pay any fine or penalty resulting from the other Party's violation of such laws, rules or regulations, the Party who committed the direct violation shall immediately reimburse the other for any such payment.

9.11 No Waiver. No waiver by either Party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both Parties.

9.12 Severability. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

9.13 Headings. Headings are included for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.14 Further Assurances. Each Party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other Party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

9.15 Survival. Sections V through VIII and Paragraphs 9.4 and 9.15 shall survive termination of the Agreement and any Scope of Services incorporated within it. Except as otherwise expressly provided in this Agreement, this Paragraph 9.15 does not limit or exclude any rights or obligations that may survive termination under the laws of the State of Michigan or at common law.

Attachment A

District Specific Information – Education Achievement Authority of Michigan

The EAA is a statewide K-12 school district located in Michigan.

Number of student FTE	<u>~6,200</u>
Number of staff FTE	<u>~500</u>

More detailed information on the EAA and its finances can be found on our website at www.michigan.gov/eea.

Attachment B

Proposer Guaranty and Warranty

Proposer Guaranty

The proposer guarantees it can and will provide and make available, at a minimum, all services set forth in Section III, Scope of Work.

Proposer Warranty

- A. Proposer warrants that it is willing and able to comply with the laws of the State of Michigan.
- B. Proposer warrants that it is willing and able to obtain an errors and omission insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without express prior written permission of the EAA.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official

Name (Typed)

Title

Vendor

Date

Attachment C

Cost Proposal

Provide a pricing model, based on a per student model associated with delivering content as outlined in this RFP.

- a) Identify any ancillary materials (such as print or online textbooks) or subscription fees that may not be included in the quote provided.
- b) Identify all fees associated with the training of EAA and School center staff to implement/teach/facilitate the digital content in a blended learning classroom.
- c) Identify all fees that may be associated with providing technical support to students and EAA and learning center staff.
- d) Identify any other fees that may be applicable to the utilization of your content and services.

Educational mode	Quantity of students	Cost per Student/month	Total Annual Cost
Accelerated	250		
Transitional	50		

APPENDIX A

Proposed Graduation Requirements 2015-2016

GENERAL OVERVIEW

As the learning skills necessary to be successful in a global economy are ever-changing, EAA wants to make sure that all students graduating from our high schools are prepared with the skills and knowledge needed to thrive in college and the workplace.

To earn a diploma, all public high school students in the State of Michigan are required to meet statewide graduation requirements. The Michigan Merit Curriculum (MMC) specifies that all students who earn a diploma in Michigan, at a minimum, have demonstrated proficiency in the content outlined by the state academic standards or guidelines. The goal is that more students will be better prepared to meet 21st-century demands in their career and personal lives.

The Michigan State Board of Education establishes the minimum credit requirements necessary for any student who wishes to receive a high school diploma from a public school in Michigan. That number of credits is currently **18**. This requirement includes alternative and adult education students. Modifications can be made to the MMC based on student needs, via the **Personal Curriculum Option**.

Note: Students seeking a General Educational Development (GED) are not subject to the MMC graduation requirements since the GED is an equivalency diploma issued by the U. S. government. Non-public and home schools can set their own graduation criteria and are not required to ensure that students have met the requirements of the MMC.

Local boards of education can establish additional graduation requirements and number of credits required for graduation beyond those in the MMC. A district cannot establish lesser requirements than the MMC.

One of our main goals in the EAA District is to prepare students for career and college success. This is why we propose the EAA adopts graduation requirements that meet **both** the Michigan Merit Curriculum minimum requirements for graduation **and** the minimum requirements for admission at prestigious universities, such as Michigan State University and University of Michigan (**23 credits**). The 23-credit framework is designed to be both rigorous and flexible. This pathway will keep all postsecondary options open, including meeting the college admission requirements for entry into public 4-year institutions or pursuing a program of study with a 2-year institution or an apprenticeship. The proposal gives our students a reachable pathway to graduation, but also sets a higher bar for students by making clear that meeting Michigan minimums may not be sufficient for entry into top colleges and universities.

COMPARISON CHART

	Michigan Merit Curriculum	EAA Proposal*	University of Michigan		Michigan State University	Current EAA Board Policy
Coursework			Nursing & Engineering	All Other	General Requirements	
ELA	4	4	4	4	4	4
Mathematics	4	4	4	3	4	4
Science	3	4	4	3	2	4
Social Studies	3	3	2	3	3	4
PE & Health	1	1				2
Arts	1	1				1
World Language	2	2	2	2	2	2
Other/Elective		4	4	5	5	
Computer Technology						1
Career, Technical, and Entrepreneurial Innovation						3
Supplemental Course Completion						3
Online Learning Experience (Course, Learning, or Integrated)	✓	✓				✓
Total	18	23	20	20	20	28

Notes: * The EAA Diploma meets all the requirements of the Michigan Merit Curriculum, as well as the University of Michigan and the Michigan State University minimum requirements. The EAA students could also earn 5 additional credits for a minimum of 200 hours of documented community service, internships, or work experience while enrolled as a high school student.

EAA PROPOSED NEW GRADUATION POLICY, 2015-2016

1. To receive a diploma and graduate from an Education Achievement Authority (EAA) high school, a student must earn a **minimum of 23 credits**. One credit (1.0) is equal to one course lasting the full year. One-half credit (0.5) is equal to one course lasting one-half year (one semester).

The credits must include the following:

- **English Language Arts** (4.0) – Four English credits. Proficiency in Common Core State Standards for ELA must be met.
- **Mathematics** (4.0) – Four math credits. One of each: algebra I, algebra II, and geometry. Proficiency in Common Core State Standards for Mathematics (3 credits) must be met, in addition to proficiency in district approved 4th mathematics credit options (1 credit). Student must have a math experience in their final year of high school.
- **Social Studies** (3.0) – Three social studies credits. The required credits include: 1.0 credit of U.S. History (and Geography); 1.0 credit in World History (and Geography); 0.5 credit of U.S. Government/Civics; and 0.5 credit of Economics. Proficiency in the State Content Standards for Social Studies must be met.
- **Science** (4.0) – Four science credits. One credit (1.0) must be earned in Biology; one credit (1.0) must be earned in Physics; one credit (1.0) must be earned in Chemistry; and one additional credit (1.0) must be earned in a District-approved science credit. Proficiency in the State Content Standards for Science must be met.
- **Physical Education and Health** (1.0) – One credit. The one credit total includes: 0.5 credit of Physical Education, and 0.5 credit of Health Education. Proficiency in State Content Standards for Physical Education and Health must be met; **OR** Proficiency with State Content Standards for Health (1/2 credit) **and** district approved extra-curricular activities involving physical activities (1/2 credit) must be met.
- **Visual, Performing, and Applied Arts** (1.0) – One arts credit. Proficiency in State Content Standards for Visual, Performing and Applied Arts must be met.
- **World Language** (2.0) – Two world language credits. This could include formal coursework in a world language **OR** an equivalent learning experience in grades K-12 (2 credits).

- **Online Learning Experience** - Course, Learning or Integrated Learning Experiences. While schools will need to assure students complete this requirement, the law does not mandate that a student be given credit for this experience or this experience be recorded on a transcript.
 - **Elective Credits** (4.0) – General elective courses; may include a credit-bearing Advisory.
2. All EAA students **may** earn additional credits for community service, internships, or work experience while enrolled as a high school student.
- **Community Service, Internships, Work Experience** (5.0 credits) – for a minimum of 200 hours of documented community service, internships, or work experience while enrolled as a high school student.
3. To earn credit in a class, students must demonstrate proficiency on the content standards embedded in the course. Documentation that these standards have been achieved will be through the final grade for the course (semester or year). Teacher-designed evaluations, district assessments, end-of-course tests and other measurements will be used to determine if students have met course expectations.
 4. Credit will be awarded not by Carnegie units, which are based on seat time, but based on a student's demonstration that he or she has successfully met the content expectations for the credit area. The content area standards and guidelines outline the content required for earning the total credit in each content area, as specified in the Michigan legislation.
 5. Beyond earning credit through a traditional course setting, and with District approval, a student may earn a credit in a variety of ways, including, but not limited to:
 - Career and Technical Education
 - College Coursework
 - Early College
 - Advanced Placement Courses
 - Honor's Courses
 - On-line classes
 - Work-based learning programs
 - Project-based learning
 - Independent teacher-guided study
 - Testing out

Note 1: Colleges and universities see many different types of transcripts from multiple states and countries that vary in course name and type of reporting for credit. These institutes make the ultimate determination in accepting students whether they come from a traditional or non-traditional secondary experience through a variety of measures, which may or may not include a transcript.

Note 2: Because courses utilizing flexible learning options are designed and delivered locally, the NCAA suggests that those athletes considering such visit the NCAA Eligibility Center and read the Nontraditional Course FAQ, to see if the non-traditional course meets the requirements listed.

6. The EAA District will recommend - but not mandate - a certain sequence of courses for high school. Local schools can establish their own course sequence, as long as all requirements for graduation are being met.

COURSE AND CREDIT REQUIREMENT CHART

This chart provides an overview of the course and credit requirements for all students who graduate from an EAA high school beginning with the 2015-2016 school year.

EAA High School Graduation Requirements DIPLOMA <i>Effective Beginning with the Class of 2016</i>	
MATHEMATICS - 4 Credits	
Algebra I	Geometry
Algebra II	One math course in final year of high school
ENGLISH LANGUAGE ARTS - 4 Credits	
English Language Arts 9	English Language Arts 11
English Language Arts 10	English Language Arts 12
SCIENCE - 4 Credits	
Biology	Chemistry
Physics	One additional science credit
SOCIAL STUDIES - 3 Credits	
U.S. History and Geography	World History and Geography
.5 credit in Civics	.5 credit in Economics
PHYSICAL EDUCATION & HEALTH - 1 Credit	
.5 credit in Physical Education	.5 credit in Health
VISUAL, PERFORMING AND APPLIED ARTS - 1 Credit	
WORLD LANGUAGE - 2 Credits	
ONLINE LEARNING EXPERIENCE	
ELECTIVE COURSES – 4 Credits	
TOTAL MINIMUM REQUIRED: 23 CREDITS	

APPENDIX B
STUDENT CODE OF CONDUCT

A. Introduction

Under Michigan law, every school district is required to adopt a student code of conduct. The Education Achievement Authority of Michigan Code of Conduct was established to ensure that every student in every school will be provided with a safe and secure environment in which to pursue the excellent educational opportunities of the Education Achievement Authority of Michigan.

Jurisdiction - The jurisdiction of the Student Code of Conduct covers offenses that occur on school grounds, on school buses or in other school vehicles, during school-sponsored field trips, when connected with school-related events and activities and when students are en route to or from school. Specific consideration will be given, for example, when the incident involves the student's proximity to the school, the length of time elapsed since the student was on school premises, whether there is a connection to an on premise altercation or confrontation, whether there is a disruption to the school environment or orderly operations of the school, whether the student stopped at a restaurant or store on the way home, and whether the student has returned to the custody of his/her parents.

A positive learning environment in our schools and starts with students, parents and staff having knowledge and understanding of the basic standards of acceptable conduct. In order to assist everyone in the pursuit of a quality education, the EAA of Michigan has established guidelines designed to ensure a safe learning environment for all students and staff in our schools. For these guidelines to be most effective, it is vital for the family, the school and the community to work together. Students are responsible for their own actions. Students whose actions are in violation of school/EAA of Michigan guidelines will be expected to accept the appropriate consequences.

There are a variety of consequences (discipline) for misconduct. Depending on the seriousness of the situation, there may be more than one consequence for a single event. Nothing in this handbook should be understood or regarded to restrict the EAA of Michigan from imposing more or less severe consequences if, in the discretion of the EAA of Michigan, factors such as the age of the student, the severity of harm, danger, damage or the potential for harm, danger or damage warrants it, or if one incident involves more than one infraction.

The purpose of this section of the handbook is to ensure consistency in discipline consequences EAA of Michigan wide. However, the EAA of Michigan has the discretion to impose a consequence they consider most appropriate for the particular infraction and surrounding facts. Just as we set high academic expectations for all students, the EAA of Michigan has high expectations for the conduct of our students. Conduct expectations and consequences help to ensure that schools, buses and bus stops are safe and orderly. In cases in which a student commits the same infraction repeatedly over the duration of the student's tenure in the EAA of Michigan, the consequences will automatically progress to the next infraction level and not begin at the first offense from year to year.

All staff employed by the EAA are required to function in accordance with this Code. Thus, whenever an employee discovers a student engaging in unacceptable conduct, the employee is required to take prompt action in accordance with District policies and this Code. Prompt action may include directly addressing and correcting the student, intervening to stop the behavior, seeking the assistance of other staff persons and/or reporting the incident to an administrator.

B. Gangs

Gangs that initiate, advocate or promote activities that threaten the safety or well-being of persons or property on school grounds or disrupt the school environment are harmful to the educational process. A Gang is an activity or affiliation of an ongoing loosely organized association of two or more persons, whether formal or informal, that has a common name, signs, symbols or colors, and whose members engage, either individually or collectively, in gang activity.

The use of hand signals, graffiti, pictures, drawings, etc., or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other

attribute that indicates or implies membership or affiliation with such a group is prohibited because of the disruption to educational activities that results from such activities or dress.

It is the EAA of Michigan's position that such activities and dress also present a clear and present danger to other EAA of Michigan students and to EAA of Michigan staff members. Any student wearing, carrying or displaying gang paraphernalia and/or exhibiting behavior or gestures that symbolize gang membership, or causing and/or participating in activities that intimidate or adversely affect the educational activities of another student, or the orderly operation of the schools, shall be subject to disciplinary consequences up to and including expulsion.

C. Bullying/Harassment

Bullying and/or harassment of students are prohibited. Harassment and bullying mean physical or psychological abuse of another student by means of verbal or physical threats, intimidation, insults or other aggressive behavior and include abuse based upon race, ethnicity, gender, religion or disability. Hazing means forcing a student to risk or suffer physical or mental harm or degradation to join, participate or remain in a school-affiliated organization. If a student believes that he or she, or a fellow student, has been harassed, bullied or hazed, the student should report the behavior to a teacher, counselor, school nurse or school administrator. Students who engage in harassment, bullying or hazing will be subject to disciplinary and criminal sanctions.

D. Cyber Bullying

Abusive behavior including, but not limited to, tormenting, threatening, taunting, stalking, intimidating, harassing, humiliating, and/or coercing by one or more individuals against other students or employees using Internet websites (i.e. Facebook, Twitter, Instagram, personal websites, etc.) and/or any other communication technologies (i.e. email, mobile phones, text messaging, instant messaging, etc.), which materially and substantially disrupts the educational process and/or endangers the general health, safety and welfare of district's students and/or employees regardless of where the communication originates.

E. Right to Freedom from Harassment/Bullying

Students may expect to be provided with an atmosphere free from harassment. Any student who is subjected to harassment from other students, visitors or school staff, should immediately inform a teacher, principal, assistant principal or assistant superintendent, who shall investigate such a complaint and issue a report to the school principal within the same school day of being notified. Parents are also welcome to submit written reports on incidents to administrators. All school staff are required to report suspected harassment, intimidation or bullying, however, ultimate responsibility for ensuring the policy is followed shall reside with the school principal. The EAA of Michigan will neither allow nor tolerate retaliation in any form by any employee, student or others against any complaining employee, student or corroborating witness. Likewise, students who knowingly submit false reports of bullying, harassment or intimidation will face consequences. Each verified report and resulting consequences shall be reported to the EAA Board of Directors at its next regularly scheduled meeting.

F. Hazing

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to EAA of Michigan schools within twelve (12) calendar months. As it relates to this term or incident, a person as specified above shall be considered a "student" until graduation, transfer, promotion or withdrawal from the school.

Hazing means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

G. **Teacher/Staff Actions (Level I Violations)**

All teachers will work collaboratively with fellow teachers to develop a classroom management plan that is approved by the school administration and communicated to students and parents. The plan will include procedures for addressing common classroom behavioral concerns. It will also include consequences, some of which are listed below. When positive behavioral change is not occurring under the classroom plan or when the offense is immediately serious, a disciplinary referral to the school administration will be generated by the teacher or staff member.

1. **Informal Talk:** A teacher, school administrator or designee will talk with the student, describing the inappropriate behavior and informing the student of acceptable behavior. The parent may be notified.
2. **Discipline Conference with Student:** A conference is held with the student and the teacher or school staff member to discuss the inappropriate behavior and discuss/develop a plan for changing the student's behavior. Parent may be notified.
3. **Time Out or Removal from Classroom:** Classroom teachers may use a technique similar to the alternative learning classroom imposed by the school administrator. In time out, the student is assigned by the teacher to a location isolated from his/her classmates. Time out generally will not exceed 30 minutes.
4. **Conference with Parent:** The parent is asked to attend a conference with the student, school administrator and other educators to develop a plan for changing the student's inappropriate behavior.
5. **Restriction of Privileges:** Inappropriate behavior may result in a restriction of a student's privilege to participate in playground, cafeteria, common areas or specific special activities. The parent will be notified.

H. **School-Based Administrator and/or Designee Actions (Repeated Level I and/or Level II Violations)**

1. **Denial of Bus-Riding Privileges:** A school administrator may deny bus-riding privileges for inappropriate/disruptive behavior. The parent will be notified prior to the denial taking place.
2. **Restitution (Liability):** Under Michigan law, parents may be responsible for damage to, or theft of, school property done by their children (including textbook and/or library book or other school issued equipment, damage or loss). Failure to comply with restitution consequences could result in the incident being submitted to a collection agency per Dysart EAA of Michigan procedures.
3. **Detention:** Students may be assigned before school and/or after school detention for up to 90 minutes prior to or after school that will be supervised by a school based staff member.

4. **Behavior Contract:** A conference will be held with the teacher, parent, student and administrator. A behavior contract will be written and implemented.
5. **Short-Term In-School Suspension:** Temporary (1-5 Days) assignment to an on-campus alternative placement. (ISS) is in lieu of off-campus suspension. ISS may be imposed for part of a day or for one or more days. The student is removed from the regular classroom setting and is assigned to a location isolated from classmates. Class assignments will be given to a student placed in an ISS. The parent will be notified.
6. **Long-Term In-School Suspension:** Temporary (6-15 Days) assignment to an on campus alternative placement. (ISS) is in lieu of off –campus suspension and must be approved by the Ombudsman or Chancellor designee. The student is removed from the regular classroom setting and is assigned to a location isolated from classmates. Class assignments will be given to a student placed in an ISS. The parent will be notified.
7. **Short-Term Suspension:** School administrators may suspend a student for a period between 1-5 school days. The student will be informed of the alleged violation of school rules and be given an opportunity to respond. There is no right to appeal a short suspension to any person other than the school principal. When the student’s behavior causes a danger to self or to others, an out-of-school suspension may be immediate. During any off-campus suspension, a student is not permitted on EAA of Michigan property or at EAA of Michigan functions/events. Classroom assignments will be provided upon parent request during a short-term suspension.

I. **EAA of Michigan-Level Administration Actions (Repeated Level II Violations and Level III Violations)**

1. **Long-Term In-School Suspension/Partner School Placement:** Temporary (6-15 Days) assignment to a partnering school within the EAA. Long-term (ISS) Partner School Placement is in lieu of off-campus suspension. Long-term (ISS) must be coordinated through the Ombudsman and/or Chancellor designee. Students receiving a Long-term (ISS) must have a reinstatement conference with the parent, home school administrator, and Ombudsman and/or Chancellor designee.
2. **Long-Term Suspension:** A school administrator may propose to the Ombudsman and/or Chancellor designee that a long-term suspension be imposed. Long-term suspensions range between 6-15 school days and will be executed following a due process hearing. The student and parent are informed of the EAA of Michigan’s due process procedures. During any off-campus suspension, a student is not permitted on EAA of Michigan property or at EAA of Michigan functions/events.

Removal of a special education eligible student for more than 10 days, consecutively or cumulatively, requires due process procedures under IDEA regarding a Manifestation Determination and the IEP process. Removals for any part of the day count as a full day of removal.

3. **Long-Term Suspension Alternative School Assignment/ Alkebu-lan Village:** At a formal due process hearing, it may be recommended that a student be placed in an alternative school setting during a long term suspension. A long-term suspension at an alternative school ranges

between 15-30 school days. The determination for placement will be made by the Hearing Officer and/or Chancellor's designee.

4. **Expulsion:** Expulsion means the permanent withdrawal of the privilege of attending any school in the EAA of Michigan, unless the Chancellor of Schools reinstates that privilege. A recommendation for expulsion will be made by a hearing officer after the appropriate due process hearing. Only the Chancellor can expel a student. The student's parent will be notified in writing that expulsion is recommended. Notification will include instructions regarding due process procedures. During any expulsion, a student is not permitted on EAA of Michigan property or at EAA of Michigan functions/events.
5. Mandatory Permanent Expulsion under Michigan law:
 - Dangerous weapon
 - Criminal sexual conduct
 - Arson
 - Physical assault to employee, volunteer, or contractor (6th grade or older)
6. Michigan school safety policy requires that the following incidents be reported to a local law enforcement agency (MCL. 380.1308):
 - Armed student or hostage
 - Suspected Armed Student
 - Weapons on school property
 - Death or homicide
 - Drive-by-shooting
 - Physical Assault (Fights)
 - Bomb Threat
 - Vandalism or Destruction of Property (Over \$500)
 - Drug possession
 - Minor in possession of alcohol
 - Bus incident or accident
 - Robbery or extortion
 - Unauthorized removal of a student
 - Threat of suicide
 - Larceny (Theft over \$500)
 - Intruders in the building
 - Illegal drug use or overdose

- Explosion
- Arson
- Sexual Assault

J. DISCIPLINE OF STUDENTS WITH DISABILITIES

The standards of conduct contained within this Student Code of Conduct apply to all students, including those students identified as special education or Section 504 and those suspected of having a disability. However, due to the unique needs of students with disabilities, appropriate disciplinary action and implementation of the Student Code of Conduct will vary in accordance with applicable local, state and federal laws.

A STUDENT WITH A DISABILITY AND SECTION 504 STUDENT

1. STUDENT WITH A DISABILITY

“Student with a disability” means a person who is determined by an individualized education program team (IEPT), or a hearing officer to have one (1) or more of the impairments that necessitates special education or related services, or both, who is not more than 25 years of age as of September 1 of the school year of enrollment, who has not completed a normal course of study, and who has not graduated from high school. A student who reaches the age of 26 years after September 1 is a “student with a disability” and entitled to continue a special education program or service until the end of that school year.

These students are commonly referred to by local, state, federal and education agencies as students who are included in the Individuals with Disabilities Education Act, or IDEA students.

2. SECTION 504 STUDENTS

This designation refers to section 504 of the Rehabilitation Act of 1973, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving federal financial assistance. Under federal law, a “handicapped person” is defined as one who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. 3 These students have a 504 Evaluation and Educational Plan developed by a 504 team.

3. DISCIPLINARY ACTIONS FOR IDEA AND SECTION 504 STUDENTS

When an administrator is considering disciplinary action involving removal of an IDEA or 504 student, the student’s records shall be reviewed to determine the total number of days during the current school year that the student has missed due to disciplinary action. Once this determination has been made, the following procedures must be followed:

- a. If the student has not accumulated more than 10 days of disciplinary removal for the school year, then utilize procedures as outlined for non-disabled students.
- b. If the pending suspension is in excess of 10 consecutive days (including proposed expulsions) OR if the suspension is less than 10 days but would result in 10 cumulative days for one school year this constitutes a significant change in placement. Before implementing a suspension or expulsion that constitutes a significant change in placement, the student must have an IEP/504 meeting to determine whether the behavior at issue is a manifestation of the student’s disability (a “manifestation determination” review) or if the student’s current educational placement is appropriate. This meeting must take place within ten school days of the decision to remove the student from school.

EXCEPTION: In cases where the offense involves the current use of drugs/alcohol, the Section 504 meeting is not necessary. The student may be disciplined in the same manner as non-disabled students. Note, if the offense is centered on possession alone, not use, a manifestation hearing is still required.

- c. If the IEP/504 team determines that the behavior is a manifestation of the student's disability, the student is NOT subject to further disciplinary action. However, the evaluation continues to determine whether the student's current educational placement is appropriate. The student MUST return to his/her original placement UNLESS the parent agrees otherwise through the IEP/504 process.

EXCEPTION: If the offense involves any of the following, school personnel may remove the student to an interim alternative educational setting for not more than 45 days:

- Carrying or possessing a weapon at school or at a school function
 - Knowingly possessing or using illegal drugs
 - Selling or soliciting the sale of a controlled substance while at school or at a school function
 - Inflicting serious bodily injury upon another person.
4. If the IEP/504 team determines that the behavior is NOT a manifestation of the student's disability, the student may be removed in the same manner as any non-disabled student.⁵
5. The school must continue to provide IDEA student's services so that the student progresses towards IEP goals, even if the child is no longer served in the same school environment. Section 504 students are not entitled to a continuation of specialized services.
6. The IEP team decides what services the child needs and where those services will be provided.
7. When a change in placement occurs, the student is entitled to the procedural protections of Section 504/IDEA, including, an expedited due process hearing (appeal). When an appeal is pending, the student's placement will remain in the disciplinary removal setting until a decision is reached or the expiration of the removal issued by DPS, whichever comes first.

Students with disabilities, even placed in In-School Suspension or expelled, must be provided with an appropriate education in an alternative educational setting.

K. STUDENTS SUSPECTED OF HAVING A DISABILITY

Students suspected of having a disability have the right to assert any of the disciplinary protections available to students with disabilities, if prior to the behavior subject to disciplinary action, one or more of the following exist:

1. The parent/guardian(s) have expressed specific concerns in writing to supervisory or administrative personnel of the DPS, or a teacher of the student, that the student is in need of special education and related services.
2. The parent/guardians(s) have formally requested/consented to a special education evaluation.
3. The student's teacher, or other school personnel, expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the appropriate supervisor or director of special education for DPS.
4. The EAA shall not be deemed to have knowledge that the student is a student with a disability if the parent of the student has previously refused to consent to an evaluation of the student, or has refused special education and related services, or the student was found ineligible for special education.

If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures, the student remains in the disciplinary removal setting and the evaluation shall be conducted in an expedited manner. If the student is found to be a student with a disability, DPS shall provide special education and related services as appropriate.

Where a student presents an immediate threat to the safety of others, school officials may promptly adjust the placement or suspend the child for up to 10 school days, in accordance with procedures applied to non-disabled students.

Discipline Procedures—EAA of Michigan

State law mandates certain disciplinary consequences for specific infractions. Also note that, other than those legally required sanctions, EAA Administrators have authority to deviate from the disciplinary consequences below based on a variety of factors.

A. STUDENT CODE OFFENSES

Student misconduct is classified into three levels based on the severity of the misconduct; Levels 1, 2 and 3. Levels 1 and 2 offenses are the least severe and normally result in short and long term in-school suspensions or alternative placement. High school students are subject to long term suspension for Level 2 and a combination of Level 1 and Level 2 offenses. Level 3 offenses are the most serious violations and may result in expulsion from the District. ***State law requires that certain offenses occurring at school or during school related activities must be reported to local law enforcement agencies. See above referenced list.*** The definitions of misconduct at each level are not all-inclusive, but only representative and illustrative. A student who commits an act of misconduct not listed herein is nonetheless subject to disciplinary action. School based administrators may use any of the previous listed responses for continuous violations.

LEVEL I Violations

VIOLATIONS

POSSIBLE INTERVENTION(S) AND/OR DISCIPLINARY RESPONSE(S)

A01 INSUBORDINATION <i>A student will not ignore or refuse to comply with directions or instructions given by school authorities. Refusing to open a book, write an assignment, work with another student, work in a group, take a test, or perform any other class or school- related activity not listed herein, refusing to leave a hallway or any other school area, or running away from school staff when told to stop all constitute insubordination</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention • Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A02 REFUSAL TO IDENTIFY SELF <i>Refusing to show or wear an identification card and/or give your correct name when requested by school personnel, or using another person's name or identity.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention • Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A03 STUDENT DEMONSTRATIONS <i>Any form of protest or demonstration that disrupts the normal educational process or that is conducted in a manner that violates legal restraints.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service 	First Offense

	<ul style="list-style-type: none"> Detention 	
	<ul style="list-style-type: none"> Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> Short-term ISS Short-term Suspension 	Third Offense
A04 USE OF ELECTRONIC COMMUNICATION DEVICES (“ECD”) SMART PHONES, CELLULAR PHONES OR OTHER DEVICES THAT CAUSE DISRUPTION WHILE ON SCHOOL PROPERTY <i>Use of these devices is prohibited on school property, including parking lots, gymnasiums, halls, cafeterias, classrooms, and buses until after dismissal for the day unless permission is granted by a school administrator or designee. Permission may be granted for use of ECDs for instructional purposes in class or for school emergencies. Devices will be confiscated if carried in a visible manner or turned on, without permission, during the school day. Devices may be searched if there is reasonable suspicion that the search will uncover evidence of further violations of District policies or law or injury to a student.1 Confiscated smart phones, cell phones, personal communication devices or other ECDs will be returned to the parent/guardian. It is the responsibility of the parent/guardian to make arrangements with the principal/designee to immediately retrieve the item within five (5) school days. The District is not responsible for the loss, theft, damage, or vandalism to student cell phones or ECDs or any other student property.</i>	<ul style="list-style-type: none"> Parent Notification/Warning Letter and Conference Community Service Detention 	First Offense
	<ul style="list-style-type: none"> Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> Short-term ISS Short-term Suspension 	Third Offense
A05 IMPROPER OR UNAUTHORIZED USE OF SCHOOL MATERIALS/EQUIPMENT <i>Using any school equipment technology of materials without obtaining prior approval of an administrator or teacher or improper use of any school equipment, technology or materials.</i>	<ul style="list-style-type: none"> Parent Notification/Warning Letter and Conference Community Service Detention 	First Offense
	<ul style="list-style-type: none"> Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> Short-term ISS Short-term Suspension 	Third Offense
A06 CHEATING/ACADEMIC MISCONDUCT <i>A student will not plagiarize, cheat, gain unauthorized access to, or tamper with educational materials.</i>	<ul style="list-style-type: none"> Parent Notification/Warning Letter and Conference Community Service 	First Offense

	<ul style="list-style-type: none"> • Detention 	
	<ul style="list-style-type: none"> • Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A07 DISORDERLY CONDUCT <i>A student will not harass others or misbehave in a manner that causes disruption or obstruction to the educational process. Disruption caused by talking, making noises, throwing objects or otherwise distracting another constitutes disorderly conduct. Behavior is considered disorderly if a teacher is prevented from starting an activity or lesson, or has to stop instruction to address the disruption.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A08 INAPPROPRIATE DISPLAYS OF AFFECTION <i>Students will not engage in inappropriate displays of affection, such as kissing or long embraces of a personal nature.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A09 LOITERING/TRESPASSING <i>A student will not enter upon the premises of the school district, other than the location to which the student is assigned, without authorization from proper school authorities. If removed, suspended, or expelled from school, a student will not return to the school premises without permission of the proper school authorities.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention Short-Term ISS 	Second Offense

	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A10 OBJECTIONABLE CONDUCT <i>A student will not orally, in writing, electronically, or with photographs or drawings direct profanity, insulting, obscene or other objectionable gestures toward any other person. Conduct under this offense is not of a sufficient nature to rise to the level of harassment.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention • Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense
A11 VIOLATIONS OF ATTENDANCE POLICY <i>Acts, not specifically listed, which constitute a violation of the District's attendance policy.</i>	<ul style="list-style-type: none"> • Parent Notification/Warning Letter and Conference • Community Service • Detention 	First Offense
	<ul style="list-style-type: none"> • Detention • Short-Term ISS 	Second Offense
	<ul style="list-style-type: none"> • Short-term ISS • Short-term Suspension 	Third Offense

Level II Violations

Violations

RESPONSE(S)

INTERVENTION(S) AND DISCIPLINARY

B01 THREATS OF VIOLENCE/INTIMIDATION <i>Written, verbal or physical conduct, or electronic communication, less than bullying, that is intended to place one or more persons in fear of harm. Refer to C16 - Bullying to describe conduct of a serious, severe or substantial, nature.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense

	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B02 POSSESSION OF DANGEROUS OBJECTS <i>Dangerous objects are objects other than firearms, guns or knives that include but are not limited to explosives, firecrackers, clubs, mace, pepper spray and other irritant sprays. Possession is defined to include:</i> <ul style="list-style-type: none"> • Carrying the item; or • Storing the item in a space used by or assigned to a student such as a locker or a desk; or • Having the item under one's control such as hiding a weapon in the building or on school grounds; or • Voluntarily permitting another person to store the item in an assigned school space without reporting it to staff members. 	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B03 USE OR POSSESSION OF ILLEGAL OR CONTROLLED SUBSTANCES OR MATERIALS <i>Illegal or controlled substances include tobacco, alcohol, narcotics, drugs prohibited by law, over the counter medicines and prescription medications not prescribed for use by the student in possession of them. Students found guilty of the second offense of B03 within the same school and in the same school year, will be charged with a C18 – Other Illegal Conduct (an expellable offense). In the event intervention is provided to a student, the DPS will not be prevented from suspending or expelling the student.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B04 THEFT OR RECEIPT OF STOLEN PROPERTY	Short-Term In-School Suspension Short-Term suspension	First Offense

<p><i>Taking or conspiring to take without permission of the owner or custodian or receiving or possessing property known to be stolen valued at less than \$500.00.</i></p>	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
<p>B05 EXTORTION, COERCION OR BLACKMAIL <i>Obtaining money or property (something of value) from an unwilling person or forcing an individual to act by either physical force or intimidation (threat).</i></p>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
<p>B06 DEFAACEMENT OF PROPERTY <i>A student will not willfully cause defacement of or damage to property belonging to the school or belonging to school personnel or persons in attendance at the school. Actions such as writing in school textbooks or library books, writing on desks or walls, carving into woodwork, desks, or tables and spray-painting surfaces are acts of defacement.</i></p>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
<p>B07 INTERFERENCE WITH OR INTIMIDATION OF SCHOOL PERSONNEL <i>Preventing or attempting to prevent school personnel from engaging in their</i></p>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
<p>B08 INTERFERENCE WITH THE MOVEMENT OF PUPILS IN AND OUT OF SCHOOLS, BETWEEN SCHOOLS,</p>	Short-Term In-School Suspension Short-Term suspension	First Offense

OR BETWEEN HOME AND AN ASSIGNED SCHOOL Any action that prevents or delays scheduled transportation of pupils to and from an assigned school that prevents pupils from entering or leaving schools at scheduled hours, or that causes fear or jeopardy to students while walking to and from an assigned school.	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B09 HARASSMENT <i>Written, verbal, or physical conduct that is persistent or pervasive that causes emotional distress or does the following to one or more students directly or indirectly:</i> <ul style="list-style-type: none"> • Substantially interferes with educational opportunities • Adversely affects the ability of students to participate in or benefit from school programs; or • Causes a substantial disruption to the orderly operation of schools. 	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B10 GAMBLING <i>Participating in games of chance or skill for money or profit.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> • Long-Term suspension • Proposed expulsion 	Third Offense
B11 ADMITTANCE OF UNAUTHORIZED INDIVIDUALS INTO SCHOOL BUILDINGS <i>The act of knowingly and intentionally admitting or allowing an unauthorized person(s) into any school building, without expressed permission from any authorized person, through any unopened door or unmonitored point of entry in a manner that breaches any method of established security.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> • Short-Term Suspension • Long-term In-School Suspension • Proposed Long-term suspension 	Second Offense

	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B12 VERBAL ABUSE <i>Name-calling, racial or ethnic slurs or derogatory statements directed at, and offensive to, another person.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B13 FORGERY/GIVING FALSE INFORMATION OR IDENTIFICATION <i>Intentionally misrepresenting information to school district personnel, such as giving false information, false identification or signing another person's name to a document.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B14 ABUSE OF TECHNOLOGY <i>The act of tampering with or unauthorized use of computer hardware or software, including loading unauthorized software, making unauthorized copies of software, tampering with the hard drive, infection of computers with viruses, unauthorized internet access, unauthorized access to another's files, computers, or computer systems, and computer network "hacking." The use of the internet or Detroit Public Schools technology, equipment or materials, including networks and servers to commit any offense is a violation under the Student</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B15 FIGHTING <i>A physical confrontation between one or more students that does not cause serious injury.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension 	Second Offense

	<ul style="list-style-type: none"> Long-term In-School Suspension Proposed Long-term suspension 	
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B16 HAZING <i>Any intentional, knowing, or reckless activity which endangers the physical safety, causes mental distress, embarrassment, humiliation or ridicule of a student done for the purpose of being initiated into, affiliated with, participating in or become a member of any organization, team, group, club, school activity, regardless of whether the activity is done with or without the consent of the person(s) being hazed.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B17 OTHER PROHIBITED CONDUCT <i>Any school related conduct that violates rules, policies or school decorum.</i>	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense
B18 SEXUAL HARASSMENT <i>Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which:</i> <ul style="list-style-type: none"> Substantially interferes with the student's educational opportunities; or Creates an intimidating, hostile or offensive educational environment; or Otherwise adversely affects a student's educational opportunities. 	Short-Term In-School Suspension Short-Term suspension	First Offense
	<ul style="list-style-type: none"> Short-Term Suspension Long-term In-School Suspension Proposed Long-term suspension 	Second Offense
	<ul style="list-style-type: none"> Long-Term suspension Proposed expulsion 	Third Offense

LEVEL III VIOLATIONS

Violations	CONSEQUENCE(S)
C01 POSSESSION OF A FIREARM <i>Firearm means (A) any weapon (including a pistol, rifle, starter gun, gun, zip gun, pellet gun, and BB gun or any other type of gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;(B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device, such as any explosive, incendiary device, bomb, grenade, poison gas or rocket. Students found guilty of this offense are subject to mandatory expulsion.</i>	<ul style="list-style-type: none"> • Long- Term Suspension • Alternative Placement • Proposed Expulsion
C02 POSSESSION OF A KNIFE <i>Knives are defined to include any knife regardless of blade length or total size, straight razor, box cutter with razor or any instrument which has been altered to be used as a weapon in a manner similar to a knife such as a letter opener or file. A student found with a 3 inch blade or greater is subject to mandatory expulsion.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C03 POSSESSION OF OTHER DANGEROUS WEAPONS <i>Possession of weapons and objects, other than guns or knives, such as, brass knuckles, which have the capacity to cause serious injury or death.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C04 USE OF A WEAPON OR AN OBJECT AS A WEAPON <i>Use of a weapon or dangerous object is defined to include:</i> <ul style="list-style-type: none"> • <i>Using a weapon or dangerous object in a physical altercation with staff or other students;</i> • <i>Having a weapon in one's possession during a physical altercation;</i> • <i>Threatening a person with a weapon or dangerous object;</i> • <i>Using a weapon or dangerous object while committing robbery;</i> • <i>Extorting or coercing through threat or actual use of a weapon or dangerous object;</i> • <i>Discharging of a firearm.</i> 	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C05 PHYSICAL ASSAULT OF AN EMPLOYEE, VOLUNTEER OR CONTRACTOR <i>Intentionally causing, or attempting to cause physical harm to an employee, volunteer or contractor through force or violence.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C06 DESTRUCTION OF PROPERTY <i>Acts that result in a substantial threat of or actual destruction of property of \$1000.00 or more which significantly necessitates altering a school's operation and activities. Specifically included are acts which result in:</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement

<ul style="list-style-type: none"> • Significant damage to the physical plant or property • Conditions that require the evacuation of students • The inability of a school to perform its functions 	<ul style="list-style-type: none"> • Proposed Expulsion
C07 THEFT OR RECEIPT OF STOLEN PROPERTY <i>Taking or conspiring to take without permission of the owner or custodian or receiving or possessing property known to be stolen valued at \$1000.00 or more which does not belong to the student.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C08 ARSON <i>The willful and malicious burning or attempt to burn any part of property that belongs to, or is under contract with the school district, or property of persons employed by the District or on school property or the setting of fires on school property. Students found guilty of this offense are subject to mandatory expulsion.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C09 SALE/DISTRIBUTION OF CONTROLLED SUBSTANCES OR ILLEGAL MATERIALS <i>To attempt, conspire to sell, sell or distribute any illegal or controlled substance or a substance represented to another person as illegal or controlled. Students will be charged under this violation if they are in possession of a substantial quantity of an illegal or controlled substance that is packaged for sale.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C10 PHYSICAL ASSAULT OF ANOTHER STUDENT <i>Intentionally causing or attempting to cause physical harm to a student through force or violence. Acts that result in serious bodily injury or participating in gang, gang-like activity or group violence are also punishable under this provision.</i>	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C11 Gang or gang-like activity includes an ongoing organization, association or group of three or more individuals who display one or more of the following <ul style="list-style-type: none"> • <i>Wear or display common clothing, jewelry, insignia, signs that intentionally identify the student as a member of the group; or</i> • <i>Have a high rate of interaction among themselves to the exclusion of others; or</i> • <i>Are frequently involved in anti-social, delinquent or criminal activity.</i> 	<ul style="list-style-type: none"> • Long-Term Suspension • Alternative Placement • Proposed Expulsion
C12 CRIMINAL SEXUAL CONDUCT Means a violation as set forth in the Michigan Penal Code. (MCL 750.520b to MCL 750.520g). It includes sexual penetration or sexual contact that occurs: <ul style="list-style-type: none"> • <i>with another person under 13 years of age; or</i> • <i>with another person at least 13 but less than 16 years of age under certain circumstances;</i> 	<ul style="list-style-type: none"> • Long- Term Suspension • Alternative Placement • Proposed Expulsion

<ul style="list-style-type: none"> • when the actor knows the victim is mentally or physically incapable or is aided and abetted by 1 or more person; • when a weapon is used or an item fashioned into a weapon; • when concealment or the element of surprise is used to overcome the victim; • When force is used to accomplish the sexual penetration or contact or the actor causes personal injury and force or coercion is used. <p><i>It is sexual contact with another person at least 13 but less than 16 years of age AND the other person is 5 or more years older. Sexual contact is the intentional touching of the intimate parts of the body of another person for a sexual purpose, for revenge, to inflict humiliation or out of anger.</i></p> <p><i>When disciplining students age seven (7) or younger, consider the student's age, ability, intelligence and experience and whether the student conducted himself/herself as would be reasonably expected of a child of such age, ability, intelligence and experience and whether the student should be held criminally responsible.</i></p> <p><i>If a student commits criminal sexual conduct in a school building, on school grounds or any other school property, the student shall be expelled.</i></p>	
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Note: In some cases a police report may be filed.

Other than those consequences required under state law, an administrator may choose any or all of the consequences at any infraction level.

B. DISCIPLINARY PROCEDURES

1. INVESTIGATION

Before it is determined that a student should be disciplined (ISS and/or Short-Term Suspension), an investigation must be conducted. The investigation will be conducted by the school administrator or designee; however, in certain instances the seriousness of the offense requires the immediate removal of the student from a class or building. The school administrator will inform the student of the allegations against him/her including the basis (evidence) for such charges. The student will be given an opportunity to respond to such allegations. It is preferable that a written statement be given by the student. However, a verbal statement is acceptable. Following the investigation, if the allegations are substantiated, an attempt will be made to notify the parent by telephone. A suspension letter should be sent by first class mail within one (1) school day stating that the student is being removed from school and the reason(s) for the removal, including the resulting charge. If necessary, the letter will include the time and place for parents to attend a hearing. A hearing is not required for all disciplinary removals.

2. SHORT-TERM SUSPENSION HEARINGS (SCHOOL LEVEL)

Hearing must be held as soon as possible of the date of the offense to determine whether the student engaged in the unacceptable behavior. Parent/guardian (or authorized designee) and student are expected to attend all disciplinary hearings. The school administrator or designee must hold a hearing even though a parent/guardian is unable to, or chooses not to attend. The school administrator must document all attempts to reach the parent/guardian. Parents may be represented by an advisor of their choice, who may or may not be an attorney. Parental authorization for an advisor to appear on behalf of the student must be on file in writing with the principal or at or before the time of the hearing. Only the parent/guardian or the advisor may speak for the child at the hearing. The selected speaker will be determined before the hearing starts. The staff person(s) making the allegation of misbehavior shall be present at the hearing as

requested by the principal. While parents do not have the right to question student witnesses, they may request their questions be asked of school representatives or witnesses.

IF THE SCHOOL ADMINISTRATOR OR DESIGNEE IS THE TARGET OF THE ALLEGED BEHAVIOR, ANOTHER ADMINISTRATOR WILL CONDUCT THE HEARING, ADVISE THE STUDENT OF THE CHARGES AND MAKE THE DISCIPLINARY DECISION.

At the hearing, the student and the parents must first be fully informed about the alleged breach in behavior and then be afforded the opportunity to present their side of the case. At the conclusion of the hearing, student and parent should be given a copy of the Rights of Students and Parents in Disciplinary Hearings. (See Attachment) If allegations of unacceptable behavior are substantiated, the school administrator or designee will determine the disciplinary action to administer.

At the conclusion of the hearing, the administrator or designee will inform the parent and student of the charge and the disciplinary action to be taken.

3. **LONG-TERM IN-SCHOOL SUSPENSION/PARTNER SCHOOL ASSIGNMENT HEARINGS**
A hearing will be held for all proposed long-term in-school/partner school suspensions (6-15 Days) by the Ombudsman and/or Chancellor's designee within 3 days of when the student starts the short-term suspension. All paper work, *Student Disciplinary Referral Form, Notice of Short-Term Suspension with Proposed Long-Term In-School/Partner School Suspension Recommendation* must be forwarded to central office within 48 hours of recommendation. Upon receipt and review of ALL necessary paperwork, the Ombudsman and/or Chancellor's designee will inform the school if the proposed long-term suspension will move forward for a hearing. If the proposed long-term suspension moves forward for a hearing, the Ombudsman and/or Chancellor's designee will send notification to the school, student and parent/guardian within 48 hours informing them when the hearing will take place

4. **LONG-TERM SUSPENSION HEARINGS**
A hearing will be held for all proposed long-term suspensions (6-15 Days) by the Ombudsman and/or Chancellor's designee within 3 days of when the student starts the short-term suspension. All paper work, *Student Disciplinary Referral Form, Notice of Short-Term Suspension with Proposed Long-Term Suspension Recommendation* must be forwarded to central office within 48 hours of recommendation. Upon receipt and review of ALL necessary paperwork, the Ombudsman and/or Chancellor's designee will inform the school if the proposed long-term suspension will move forward for a hearing. If the proposed long-term suspension moves forward for a hearing, the Ombudsman and/or Chancellor's designee will send notification to the school, student and parent/guardian within 48 hours informing them when the hearing will take place.

5. **LONG-TERM SUSPENSION ALTERNATIVE PLACEMENT/ALKEBU-LAN VILLAGE**
A hearing will be held for all proposed long-term suspensions/alternative placement (15-30 Days) by the Ombudsman and/or Chancellor's designee within 3 days of when the student starts the short-term suspension. All paper work, *Student Disciplinary Referral Form, Notice of Short-Term Suspension with Proposed Long-Term Suspension Recommendation* must be forwarded to central office within 48 hours of recommendation. Upon receipt and review of ALL necessary paperwork, the Ombudsman and/or Chancellor's designee will inform the school if the proposed long-term suspension will move forward for a hearing. If the proposed long-term suspension moves forward for a hearing, the Ombudsman and/or Chancellor's designee will send notification to the school, student and parent/guardian within 48 hours informing them when the hearing will take place.

6. **EXPULSION REVIEW AND HEARINGS**
The Hearing Officer will review the case for the purposes of rescinding the long-term suspension and

referring the case back to the principal, or confirming the long-term suspension and referring the case for an Expulsion Hearing. Expulsion Hearings are conducted by the Hearing Officer or Chancellor's designee. Parent/guardian (or authorized designee) and student are expected to attend. The Hearing Officer or Chancellor's designee must hold a hearing even though a parent/guardian is unable to, or chooses not to attend. The Hearing Officer or Chancellor's designee will document all attempts to reach the parent/guardian. Parents may be represented by an advisor of their choice, who may or may not be an attorney. Parental authorization for an advisor to appear on behalf of the student must be on file in writing at the Hearing Officer or Chancellor's designee at or before the time of the hearing. Only the parent/guardian or the advisor may speak for the student, unless a selected speaker is designated. At the hearing, the students and parents/guardians are fully informed of the charges and recommendation of the school. The student is afforded the opportunity to present their side of the case. At the conclusion of the hearing, the hearing officer will advise the student and parents of their decision. The decision of the Hearing Officer or Chancellor designee at the Expulsion Hearing is final. A student who commits a Level 3 offense will be suspended and may be recommended for Expulsion Review immediately.

5. PERMANENT EXPULSION (MCL 380.1311)

Michigan law requires the permanent expulsion of a student, subject to possible future reinstatement, for certain acts. These include possession of a dangerous weapon, commission of arson or criminal sexual conduct in a school building or on school grounds; and, for students grade 6 and above, commission of physical assault at school against an employee, volunteer or contractor.

6. MAKE-UP WORK

Students removed from school as a result of a Long-Term Suspension or Expulsion Review are entitled to make-up work pending the disciplinary action. Make-up work will be provided to parents, and/or assigned location by the principal or designee. However, parents must request the work through the person identified in the letter sent to parents with notification of the hearing. Make-up work will be provided within two school days of the student's removal from school. Parents are responsible for picking up the assignments and returning the completed work for grading. Assignments must be completed and returned before new assignments are issued. Parents must receive graded assignments as an indication that the assignment is completed. A student will be given the opportunity to make up missed academic course work assignments during a Short-Term Suspension. A student who remains out of school past the 1-5 days of Short-Term Suspension WILL NOT be allowed to make up work beyond the actual suspension dates. All make-up work must be completed within five (5) school days of the student's readmission to school. A student charged with an offense that may result in a proposed Long-Term Suspension is entitled to make-up work until the Ombudsman and/or Chancellor's designee approves the Long-Term Suspension. A student charged with an expulsion offense is entitled to make up work until a final decision is made by the Expulsion Hearing Officer. Students are entitled to take required examinations at a specified and approved location by the principal when an incident that requires disciplinary action occurs. Students who are suspended will not be counted as absent for the purposes of determining truancy.

N. APPEALS

Parents may appeal the decision of a Long-Term Suspension or Alternative Placement to the Hearing Officer. A parent may not appeal a decision to suspend a student pending Short-Term or an Expulsion Review.

1. FIRST STEP - FILING AN APPEAL

Parents must inform the Hearing Officer designee within three (3) school days that they wish to appeal the principal's decision by calling the office followed by a written request.

2. SECOND STEP – HEARING PANEL REVIEW

Upon receipt of the appeal request, the Hearing Officer will appoint a three- member Hearing Panel. Hearing Panel members shall not be members of the student's school community or involved in the incident. An appeal hearing will be scheduled to take place within five (3) school days after receipt of the appeal request. The student's parents and an advisor, who may or may not be an attorney, may be present at the hearing and additional evidence may be presented. The student and the parents will be notified by first class mail of the decision. Parents have the right to appeal the decision of the Panel to the Chancellor within five (5) school days after receipt of the decision.

3. THIRD STEP – APPEAL TO CHANCELLOR

The Chancellor will convene a three member Hearing Panel. The student will have the right to have his/her parents and an advisor, who may or may not be an attorney, present at the time the appeal is heard and may submit evidence and present witnesses, if appropriate. Parents will be notified of the decision by first class mail within five (5) schools days following the hearing. This decision is final and cannot be appealed.

O. READMISSION

Although expulsion is permanent, the State of Michigan and EAA have established conditions under which the student/parent/guardian or student eighteen (18) or above may petition for readmission.

1. *READMISSION GUIDELINES & HEARINGS*

A petition requesting readmission must be sent to the Hearing Officer. A Readmission Review Panel shall review the petition for readmission when a student has been expelled for a non-mandatory expulsion offense. The student must meet criteria set by the State and/or EAA before readmission will be considered and/or approved. A Readmission hearing will be held during which time the Hearing Officer (Chancellor's Designee) will review the evidence presented by the Readmission Review Panel and make a decision. If the decision is to readmit the student, a contractual agreement regarding expected behavior, attendance, and academic progress may be required to be signed by the student, parent/guardian, and the Hearing Officer.

2. REINSTATEMENT PROCESS

A student who commits a Level 3 Offense requiring mandatory expulsion must attend a reinstatement hearing in order to return to the EAA. A petition requesting reinstatement must be completed by the parent and sent to the Hearing Officer. The petition will be submitted for review to the Reinstatement Review Panel. The student, parent and/or guardian will have an opportunity to appear and address the Panel. The Reinstatement Panel may recommend unconditional, conditional or against reinstatement. If the recommendation is for conditional reinstatement, it must include any recommended conditions. The Panel's written recommendation must be submitted to the full Board at its next scheduled regular Board meeting.